

## TERMS & CONDITIONS

### TERMS OF SERVICE:

Your use of these services is subject to the terms and conditions set forth in these terms of service (the "Agreement"). This Agreement explains (i) what is allowed when using our services; (ii) the rights you have as a user of our services; (iii) the rights we have if you do something which is not allowed when using our services; and (iv) many other important terms. This Agreement is a legal contract between you and Afrack ("Company") and it is important that you read it carefully. If there is anything you do not understand in this Agreement, please contact by clicking on the Contact Support link provided at: [afrack.manage-orders.com](http://afrack.manage-orders.com)

### QUICK LINKS:

**Company as Reseller:** Company acts only as a reseller or licensor of the Seller Services (as defined below) and section 2 below describes the rights granted to you in connection with your purchase of the Services (as defined below).

**Support Services:** Section 4 below describes the support services that Company and the Sellers (as defined below) will provide to you in connection with the Services.

**User's Responsibilities:** All Users are required to cooperate fully with Company in connection with the provision of the Services and utilize hardware and software that is compatible with the Services. In addition, you are responsible for the security of your account, including without limitation, the confidentiality of all account credentials, including your username and password its content as more fully described in section 8 below.

**Billing and Payment:** Company offers a variety of Services to suit everyone's needs and at prices to suit everyone's pockets. The fees you pay are based on the Services you purchase as more fully described in section 14 below.

Governing Law : The governing law and jurisdiction provision as set forth in section 17 (a) below and shall apply to all Users.

This Agreement sets forth the general terms and conditions of your use of the products and services made available by Company, including without limitation, the Afrack website (the "Company Website") and products and services provided by third-party sellers or Service Providers of the Company and sold by Company (the "Seller Services" together with the Company Website, the "Services"). Notwithstanding anything to the contrary contained herein, you hereby agree and acknowledge that the Company may engage third parties (including without limitation Service Providers, suppliers or contractors) for the rendering of Services to you without your prior consent. By using the Services, you agree to be bound by this Agreement. Please read this Agreement carefully.

We may in our sole discretion change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on the Company Website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page, together with any options you may have as a current customer to accept or reject changes, where required by law or otherwise made available. If no date is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Services and your sole remedy is to cancel your account.

## Policies

Use of the Services is also governed by the Privacy Policy, which is incorporated by reference. Additional terms may apply to certain Services, and such additional terms will be made available to you and will be incorporated by reference with such Services.

## Company as Reseller

Company acts only as a reseller or licensor of the Seller Services. Third parties can upload, distribute, and sell products and services such as for the creation of themes and websites through the Company Website (the "Sellers"). Sellers retain ownership of the Seller Services

and grant Company a license to resell the Seller Services to Users. Your purchase of and/or download of any Seller Services from the Company Website does not grant you an ownership or other exclusive interest in any of the Seller Services. Your purchase of a Seller Service through Company may be subject to additional terms for example, if you purchase a theme, the User license terms shall also apply. A copy of the User License Agreement is provided along with this Agreement. Any such additional terms will be provided to you upon your purchase. By purchasing a Seller Service, you agree to comply with all additional terms that apply to the Seller Service. If you do not agree to abide by the additional terms, you are not authorized to use or access the Seller Services. If there is a conflict between any additional terms and the terms of this Agreement, the terms of this Agreement shall prevail.

#### Prohibited Persons (Countries, Regions, Entities, and Individuals)

The Services are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury's Office of Foreign Assets Control ("OFAC"), Department of State, and other United States authorities (collectively, "U.S. Trade Laws"). You may not use the Services to export or re-export, or permit the export or re-export, of software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions (including Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region of Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

#### Support Services

**Company Support :** Company shall provide Users with basic email-based support with respect to issues involving the downloading of any product and other issues involving the Company Website.

**Seller Support.** Company is not responsible for any Seller's failure to support any Service.

**Included Support.** Seller shall provide basic email-based support of the Service for the purpose of assisting with basic questions regarding the Service and its use, as well as access

to any patches, bug fixes or new releases of a product for the purpose of correcting any errors or defects for no additional charge. You are entitled to such support for a single domain, for a period of one (1) year from the date of purchase.

## Company Content

Except for User Content (as defined below), all content made available through the Company Website, including images, designs, templates, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively "Company Content"), are the property of Company or its licensors. No Company Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content.

Any use of the Company Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to your use of the Services. All rights of Company or its licensors that are not expressly granted in this Agreement are reserved by Company and its licensors.

## Company Support Forum Rules

You are prohibited from:

Posting User Content that is copyrighted, protected by trade secret or otherwise subject to any third-party intellectual property rights or proprietary rights, including any privacy and publicity rights, unless you are the owner of such rights or have written permission from the rightful owner of such rights to post such content;

Uploading, posting, or otherwise transmitting any User Content that is (a) unlawful, harmful, threatening, abusive, harassing, degrading, tortious, libelous, slanderous or otherwise defamatory, vulgar, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or harmful to minors, or (a) contains computer viruses or any other computer code, files, scripts, macros, or programs designed to alter, interrupt, destroy, or limit the operation of, or infiltrate any computer software, hardware, or computer systems or any data run through such computer system;

Uploading, posting, emailing, or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes,” or any other form of solicitation;

Including links to external, services that compete with Company, including without limitation, items for sale on your own website; and

Collecting or storing personal data about other users.

Company does not exercise editorial or other control over User Content and does not guarantee the accuracy, integrity, or quality of such User Content. Under no circumstances will Company be liable in any way for any User Content, including, but not limited to, liability for any errors or omissions in any User Content or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, or otherwise transmitted via the Company Support Forum. You shall be solely liable for any damages resulting from any violation of this section, or any other harm resulting from your posting of User Content to the Company Support Forum. You acknowledge that Company may exercise its rights to delete any User Content you submit at any time and for any reason, without notice to you.

Company does not pre-screen or review any User Content but reserves the right to refuse or delete any User Content that it finds inappropriate for any reason and without notice.

## User Responsibilities

You will cooperate fully with Company in connection with the provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for you to use the Services. Delays in the performance of your obligations under this Agreement will extend the time for Company’s performance of its obligations that depend on your performance.

You are responsible for the security of your User account. You will maintain at all times, and are responsible for, the security and confidentiality of all account credentials, including your username and password.

You are solely responsible for ensuring that the Services are compatible with your website or otherwise meet your needs and are compatible with the hardware and software used by Company to provide the Services, which hardware and software may be changed by Company from time to time in its sole discretion.

## Disclaimer

Company is not responsible for the accuracy, legal compliance, quality, or fitness for any particular purpose of any Services made available through the Company Website.

YOUR USE OF THE SERVICES AND THE COMPANY WEBSITE ARE ENTIRELY AT YOUR OWN RISK. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND COMPANY AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE YOUR COMMUNICATIONS, PERSONALIZATION SETTINGS OR OTHER INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, USE, OR FURTHER DISTRIBUTION OF ANY MATERIAL FROM THE COMPANY WEBSITE. COMPANY MAKES NO REPRESENTATION OR WARRANTIES (I) THAT YOUR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, FREE OF VIRUSES, MALWARE OR OTHER HARMFUL CODE, OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; (III) THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS; OR (IV) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. COMPANY DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR COMPANY IN PARTICULAR. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

#### Limitation of Liability

COMPANY SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY THAT MAY RESULT FROM UNAUTHORIZED ACCESS TO OR MISUSE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, SENSITIVE INFORMATION OR OTHER INFORMATION OR DATA STORED THEREIN, OR INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, INCLUDING FROM INTERRUPTION OF SERVICES, OR ANY USER CONTENT, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICES IN THE ONE (1) MONTH PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

#### Indemnification

You agree to indemnify, defend and hold harmless Company and its affiliates, Service Provider and their respective officers, employees and agents (the "Company Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the Company Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any of your acts or omissions. The terms of this section shall survive any termination of this Agreement.

#### Security

Company has implemented measures designed to protect personal information in our custody and control. We maintain reasonable administrative, technical and physical safeguards in an effort to protect against unauthorized access, use, modification and disclosure of personal information in our custody and control. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personally identifiable information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this website cannot be guaranteed; (c) any such information and data may be viewed or tampered with in transit by a third party despite our best efforts; and (d) Company shall have no liability in connection with any of the foregoing.

It is solely your responsibility to maintain and control your Company account passwords, and you are solely responsible for all authorized and unauthorized activities that occur in connection with your account. You agree to notify Company immediately of any

unauthorized access to your account. Company will not be liable for any loss or damages of any kind caused by your failure to comply with this section.

### Third Party Websites

The Services may contain links to other websites that are not owned or controlled by Company ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Services or any Third Party Content posted on or made available through the Services, including the content, accuracy, opinions, reliability, security, privacy practices or other policies of the Third Party Sites or the Third Party Content. If you decide to access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and our terms and policies do not apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate.

### Billing, Payment and Refund

**Fees Due.** You will pay to Company all fees for the Services set forth in the registration form presented to you at the time you order the Services

**Price Increases.** Company may increase the fees for the Services (i) in the manner permitted in the applicable description of the particular Services published by Company on the Company Website or in a promotional offer (collectively, the "Service Description") and (ii) at any time on or after expiration of the Initial Term by providing thirty (30) days prior written notice to you. Written notice may be in the form of (i) notices and updates provided through the User billing tool provided as part of the Services, (ii) notices and updates otherwise provided through the Services, or (iii) notifications of pricing for renewal terms. It is your sole responsibility to periodically review billing-related information provided by Company through the User billing tool or other methods of communications and notices sent or posted by Company.

**Taxes.** The advertised fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services provided hereunder. All such taxes may be added to Company's invoices for the fees as separate charges to be paid by you. All fees are non-refundable when paid except as otherwise provided herein.

**Failure to Pay.** If you fail to pay the fees due, we may continue to attempt to collect payment from the payment method on file, suspend, and/or terminate your Services and pursue the collection costs incurred by Company, including without limitation, any legal fees and Company's reasonable attorneys' fees. Accounts will not be activated or reactivated until all outstanding amounts are paid.

**Fraud.** It is a violation of this Agreement to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. We may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.

**Disputes.** You have ninety (90) days to dispute any charge or payment processed by Company. If you have a question concerning a charge you believe is incorrect, please contact us and we will investigate. Our contact information is provided on the Contact Support page provided on our website, i.e. [afrack.manage-orders.com](http://afrack.manage-orders.com). If you initiate a chargeback, there may be a minimum charge of \$10/- (United States Dollar Ten) plus applicable taxes to reactivate your account and we reserve the right to suspend your account for the duration of the dispute.

**Refunds for purchases of one time services** are only available within forty-eight (48) hours of purchase. After forty-eight (48) hours, no refunds will be provided for such purchases. If you request a refund for Services with a Term longer than one month, any such refund provided shall be prorated to the effective termination date. To request a refund, Client must contact us by clicking on the Contact Support page provided on our website, i.e. [afrack.manage-orders.com](http://afrack.manage-orders.com).

## Term and Termination of the Services

**Term of Services.** The term of the Services purchased by you will be for the time period set forth in the registration form presented to you when you order the Services (the "Term").. The "Term" of this Agreement shall include the Initial Term and all Renewal Periods, if any.

**Termination Procedure.** You may terminate or cancel the Services you purchased at any time during the Term by giving Company notice by phone or chat. The cancellation request is subject to verification of ownership of the account and/or domain, as determined in Company's sole discretion. In the event of such cancellation, you may be obligated to pay a cancellation fee as set forth in the applicable Service Description.

**Termination by Company.** Company may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due hereunder to Company; (ii) you violate the terms and conditions of this Agreement; (iii) your conduct may

harm Company or others, cause Company or others to incur liability, or disrupt Company's business operations (as determined by Company in its sole discretion); (iv) you are abusive toward Company's staff in any manner; or (v) for any other lawful reason or as otherwise specified in this Agreement. If Company terminates your Services under this section, Company will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination.

**Modification of Services.** Company reserves the right to modify, change, or discontinue any aspect of the Services at any time.

#### Email Communications

Please note that when we contact you by email, such communications may not be secure and you should not provide any confidential or sensitive information via email. We are not liable for any unauthorized access to information you provide in violation of this section.

#### Governing Law and Legal Action

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Company is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in the city, state, country where Company is incorporated. Company reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management of the User is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

#### Miscellaneous

**Independent Contractor.** Company and User are independent contractors and nothing contained in this Agreement places Company and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

**Headings.** The headings herein are for convenience only and are not part of this Agreement.

**Entire Agreement.** This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

**Severability.** If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions (unless otherwise specified) thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

**Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

**Assignment; Successors.** You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Force Majeure.** Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, you acknowledge and agree that any supplier of a third-party product or service that is identified as a third-party beneficiary in the Service description (including but not limited to Mojo Marketplace, Inc., Directi Web Technology Private Limited and P.D.R Solutions (U.S.) LLC), is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against you as if it were a party to this Agreement.

**Introduction.** Company respects your privacy and is committed to protecting personal information which you provide to us and which we collect about you in connection with your accessing and use of this website and services associated with it, including uploading and downloading products and accessing chat rooms, message boards and other services (collectively, the “Services”). Company collects information in various ways from visitors and users. We use this information primarily to provide a customized experience as you use our Services and, generally, do not share this information with third parties. However, we may disclose personal information collected if we have received your permission beforehand or in certain limited circumstances, such as when we believe that such disclosure is required or permitted by law or other special cases described below.

**Registration and Account Information.** Users of the Services (“Users”) are asked to provide certain personal information when they create a user account, including name, postal address, email address, telephone number, billing information (such as a credit card number), and the type of personal computer being used to access the Services. Users are asked to complete an online form that collects information about demographics, product usage and preferences, along with other information that will help us improve our products and services. The personal information collected from Users through these forms is used to manage each User's account (such as for billing purposes) and provide Users with information about services that may be of interest to them. This information is not shared with third parties, unless specifically stated otherwise or in special circumstances. However, in instances where Company and a partner jointly promote Services, Company may provide the partner certain personal information, such as the name, address, and username of persons who subscribed to the Services as a result of the joint promotion for the sole purpose of allowing us and the partner to assess the results of the promotion. Company may also generate non-identifying and aggregate profiles from personal information that Users provide during registration (such as the total number, but not the names, of Users). As explained in more detail below, we may in certain instances use this aggregated and non-identifying information to sell advertisements that appear on the Services.

**Service Providers.** We may transfer (or otherwise make available) your personal information to our Service Providers and other third parties who provide services on our behalf. For example: as discussed above, we may use service providers to authorize and process payments, administer surveys, and run our promotions. Your personal information may be maintained and processed by our Service Providers and other third party service providers in the U.S. or other jurisdictions. Our service providers are given the information they need to

perform their designated functions, and we do not authorize them to use or disclose personal information for their own marketing or other purposes.

**Sale of Business.** We may transfer your personal information as an asset in connection with a merger or sale of stock or assets (including transfers made as part of insolvency or bankruptcy proceedings) or as part of a corporate reorganization or other change in corporate control involving Company. Company may share personally identifiable information with other entities that are owned by Company or that have some sort of corporate ownership relationship with Company.

**Special Cases.** It is Company' policy not to use or share the personal information about Visitors of Users in ways unrelated to the ones described above without your consent. However, Company, or our service providers, may disclose personal information about Visitors or Users, or information regarding your use of the Services or websites accessible through our Services, in our sole discretion: to comply with U.S., Canadian or other laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests or demands for such information; in response to a search warrant, subpoena or other legally valid inquiry or order; to an investigative body in the case of a breach of an agreement or contravention of law; as necessary to identify, contact, or bring legal action against someone who, for example, may be violating our Acceptable Use Policy or other user policies; to operate the Services properly; to protect Company and our Users; or as otherwise permitted or required by law.

**"Cookies" and How Company Uses Them.** A "cookie" is a small data file that can be placed on your hard drive when you visit certain websites. Company may use cookies to collect, store, and sometimes track information for statistical purposes to improve the products and services we provide and to manage our telecommunications networks. These cookies do not enable third parties to access any of your User information. You may set your Web browser to notify you when you receive a cookie. However, if you decide not to accept cookies, you may not be able to take advantage of all of the features of our website. Additionally, be aware that if you visit non- Company websites where you are prompted to log in or that are customizable, you may be required to accept cookies. Advertisers and partners may also use their own cookies. We do not control use of these cookies and expressly disclaim responsibility for information collected through them. In addition, Company may utilize cookies to track referrals from internal and external affiliates and/or Service Providers, as well as advertising campaigns.

**Company Statistics.** We use information gathered from our website statistics (for example, User IP addresses) to help diagnose problems with our servers, and to administer our website. We also gather broad demographic information from this data to help us improve our website and make your browsing and purchasing experience more enjoyable.

**Public Forums.** Please remember that any information you may disclose in our User Directory, Spotlights/case studies, testimonials, forums, or other public areas of our websites or the Internet, becomes public information. You should exercise caution when deciding to disclose personal information in these public areas.

**Company Commitment to Data Security.** We have implemented measures designed to protect personal information in our custody and control. We maintain commercially reasonable administrative, technical and physical safeguards in an effort to protect against unauthorized access, use, modification and disclosure of personal information in our custody and control. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personally identifiable information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this website cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party, despite our best efforts. Your online access to certain personal information may be protected with a password you select. We strongly recommend that you do not disclose your password to anyone. We will never ask you for your password in any unsolicited communication (such as letters, phone calls or email messages). We have personal information retention processes designed to retain personal information of our customers for no longer than necessary for the purposes stated above or to otherwise meet legal requirements.

**How to Access or Modify Your Information.** You have the right to access, update, and correct inaccuracies in your personal information in our custody and control, subject to certain exceptions prescribed by law. You may request access, updating and corrections of inaccuracies in your personal information we have in our custody or control by accessing your personal profile in your account or by contacting support via email, phone or online chat. We may request certain personal information for the purposes of verifying the identity of the individual seeking access to their personal information records. To ensure you receive the information you need to manage your account and protect your privacy, please be sure to keep your contact and billing information up to date. You can update all account-related information directly through your account control panel. Alternatively, you can contact

Company by clicking on our Contact Support page provided on our website, i.e. [afrack.manage-orders.com](http://afrack.manage-orders.com).

**Children Under 13.** This website is not directed towards children and Company does not seek to collect any personal information from children. If Company becomes aware that personal information from a child under the age of 13 has been collected, Company will use all reasonable efforts to delete such information from its database.

**Revisions to this Policy.** Company reserves the right to revise, amend, or modify this Privacy Policy at any time and in any manner. However, if Company plans to materially change how it plans to use previously collected personal information, Company will provide you with advance notice prior to the change becoming effective and an opportunity to opt-out of such differing uses. Company encourages you to periodically review this page for the latest information on its privacy practices.

**Unsubscribe/Opt-out.** When you become a customer of Company, you are automatically subscribed to receive transactional notices about your account, email newsletters and news of special promotions offered through Company and/or in conjunction with Company partners. To unsubscribe from Company newsletters and promotional mailings, please update your preferences in your Company control panel or contact Company support. You may also unsubscribe through the links provided in promotional email messages sent by Company or on Company behalf.

**Where to Direct Questions About Company Privacy Policy.** If you have any questions about this Privacy Policy or the practices described herein, you may contact us by clicking on our Contact Support page provided on our website, i.e. [afrack.manage-orders.com](http://afrack.manage-orders.com).

Revised [January \_\_, 2018]

The USER LICENSE describes the terms, conditions and restrictions applicable to your use of any products downloaded by you from the [Company] Website.

## WordPress Themes & Plugins

All WordPress themes & plugins downloaded from the [Company] Website are licensed solely pursuant to the terms of the GNU General Public License, version 2.0 or later ("GPL"). The terms of the GPL can be accessed [here](#).

## Other Products

Products other than WordPress themes ("Other Products") are licensed (not sold) on a non-exclusive basis under the following license types:

### A. Single-Domain License

The Single-Domain License grants you a non-exclusive, non-transferable right to make use of the Other Product, subject to the following terms, conditions and restrictions:

The Other Product is licensed for use by you on a single domain only.

Your use of the Other Product is limited to a single application for yourself or one client.

Unless you have our prior written consent, you must not directly or indirectly license, sub-license, sell, resell, or provide for free the Other Product or offer to do any of these things.

Notwithstanding the above, if you license the Other Product on behalf of your client under a Single-Use License, you may transfer this License to your client and recoup from your client the cost of licensing the Other Product.

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